



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cheung Estates Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, CNE, ERP, OLC, MNSD, RPP, AS, FF

This hearing dealt with an application by the tenant for orders setting aside a 1 Month Notice to End Tenancy for Cause ; setting aside a Notice to End Tenancy because the tenant's employment with the landlord has ended; compelling the landlord to make emergency repairs to the rental unit; ordering the landlord to comply with the Act, regulation or tenancy agreement; compelling the landlord to return personal property; allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld; and requiring the landlord to return the security deposit to the tenant. Both parties appeared and had an opportunity to be heard.

The tenant is currently living in Montreal. The tenant indicated that he wanted to end this tenancy and the only issue was arranging for the removal of his possessions from the rental unit. He also indicated that he had friends who could do this for him but he was concerned about access to the unit. When asked when he could have everything out of the unit he said by January 31.

The landlord agreed with that date. The landlord also indicated that if there was any problem with entry to the unit both he and the building manager would be available to admit the tenant's agent or agents.

Accordingly, it is ordered that this tenancy will end **1:00 pm, January 31, 2017**, and that an order of possession will be granted to the landlord for that date.

The tenant's application for the security deposit was premature as such an application can only be made after the end of the tenancy.

With one exception, the agreement to end the tenancy rendered all of the tenant's other applications moot.

The parties did not agree on the disposition of the fee paid by the tenant to file this application so I undertook to decide that issue.

Generally the successful party on an application is entitled to reimbursement from the other party of the fee they paid to file their application.

In this case the tenant agreed to end the tenancy on the effective date of the notice to end tenancy. (Although the notice said January 24, 2017, pursuant to sections 47(2) and 53 of the *Residential Tenancy Act*, the legally effective date is January 31, 2017.) As set out above, once the tenancy is ended all of the tenant's other applications were no longer relevant. As the tenant accrued no benefit from filing this application, no order for reimbursement of the filing fee to the tenant by the landlord will be made.

*This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.*

Dated: January 25, 2017

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Residential Tenancy Branch